

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2006

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance

Staff Contact Person: John King

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**AGENDA ITEM WORDING:** Approval to extend contract with Barnes Alarm Systems, Inc. on a month-to-month basis for alarm system annual certification, maintenance and monitoring.

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**ITEM BACKGROUND:** On February 28, 2006, the current contract with Barnes Alarm Systems will expire with no additional options to renew. A month to month contract extension is needed until new bids can be achieved.

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**PREVIOUS RELEVANT BOCC ACTION:** On February 19, 2003, the BOCC awarded the bid and enter into a contract with Barnes Alarm Services, which was renewed on February 18, 2004 and February 16, 2005, and amended on March 17, 2004 and April 20, 2005.

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**CONTRACT/AGREEMENT CHANGES:** Extending the contract on a month to month basis.

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:** NTE \$25,000/yr. or approx \$2,083/mo.      **BUDGETED:** Yes X No     

**COST TO COUNTY:** same      **SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes      No X      **AMOUNT PER MONTH**           **Year**     

**APPROVED BY:** County Atty.      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:** Beth Leto for  
Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X      Not Required     

**DISPOSITION:**           **AGENDA ITEM #**



**CONTRACT EXTENSION**

(Alarm System annual certification, maintenance & central station monitoring)

THIS Extension is made and entered into this 15<sup>th</sup> day of February, 2006, between Monroe County, a political subdivision of the State of Florida, and BARNES ALARM SYSTEM, INC., to extend the contract dated February 19, 2003, as amended on March 17, 2004 and April 20, 2005, and as renewed on February 18, 2004 and February 16, 2005.

**WITNESSETH:**

WHEREAS, the contract dated February 19, 2003, between the parties expires on February 28, 2006; and

WHEREAS, the parties desire to continue their relationship under the current contract as amended and renewed, on a month to month basis;

NOW, THEREFORE, the parties agree as follows:

1. Effective March 1, 2006, the contract shall continue on a month to month basis.
2. In all other respects, the original agreement between the parties dated February 19, 2003, amended on March 17, 2004 and April 20, 2005, and renewed on February 18, 2004 and February 16, 2005, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

\_\_\_\_\_  
Witness

BARNES ALARM SYSTEMS, INC.

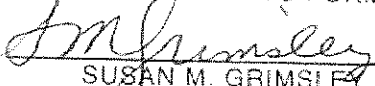
\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY

### SECTION THREE CONTRACT

THIS AGREEMENT. made and entered into this 19th day of February, 2003, A.D., by and between MONROE COUNTY, FLORIDA , (hereinafter sometimes call the "owner"), and Barnes' Alarm Systems, Inc. , (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

#### 3.01 THE CONTRACT

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

#### 3.01 THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

#### 3.02 SCOPE OF THE WORK

The Contractor shall provide all labor, tools, and equipment necessary to provide Alarm System Annual Certification, Maintenance, and Monitoring, in accordance with the Public Works Contract Specifications entitled:

#### *ALARM SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, AND MONITORING MONROE COUNTY, FLORIDA*

The Contractor shall provide all required documentation pursuant to National Fire Protection Association Requirements, and shall be on call twenty-four hours per day, seven days per week.

And his bid dated January 9, 2003, each attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

#### 3.03 THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30<sup>th</sup> day of the following month in each of twelve (12) months. The Contract price (as stated in the Contractor's proposal) must be invoiced as follows:

- Alarm System Annual Certification \$6,485.00 per year
- Alarm System Central Station Monitoring \$ 212.50 per month
- Labor – Normal working hours of 8:00 a.m. to \$ 55.00 per hour

5:00 p.m. Monday through Friday excluding holidays

- Labor – Overtime rate for hours not stated above, including holidays. \$ 110.00 per hour
- Materials, supplies, and replacement parts  
Compensated at standard institutional and governmental discounts as offered by the manufacturer. Such costs must be documented with sales slip, invoices, or other acceptable proof of purchase. See Note Below. 27 % off list price

Or

- Manufacturers invoice cost of parts and materials Cost + N/A %

Note: *Some providers get governmental discounts offered by the manufacturer, and they give Monroe County a percentage off of list price. Other providers base their pricing on a markup on the manufacturers cost. Only one of the above methods may be used.*

### 3.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

### 3.05 TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing March 1, 2003 and terminating February 29, 2004.
- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

### 3.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

### 3.07 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

### 3.08 ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

### 3.09 ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

### 3.10 COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

### 3.11 INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

### 3.12 FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

### 3.13 PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

### 3.14 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

**FOR COUNTY**

Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

**FOR CONTRACTOR**

Barnes' Alarm Systems, Inc.  
5615 3<sup>rd</sup> Avenue #8  
Key West, FL 33040

**3.15 CANCELLATION**

- A) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

**3.15 GOVERNING LAWS**

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs

**3.16 CONTINGENCY STATEMENT**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: Isabel C. DeSantis  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Reggie M. Spivey  
Mayor/Chairman

Date: 02-19-03

(SEAL)

Attest:

By: Ann M. Hurl  
WITNESS

Title: Contract Monitor

CONTRACTOR

BARNES' ALARM SYSTEMS, INC.

By: Lyndell M. Barnes

Title: President

By: John W. Hurl  
WITNESS

Title: SR. DIR. Law & Regs. Aff.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: Suzanne A. Hutton  
SUZANNE A. HUTTON

DATE: 2/16/03



**CONTRACT AMENDMENT**

(Alarm System Annual Certification, Maintenance, and Monitoring)

THIS Amendment is made and entered into this 17<sup>th</sup> day of March, 2004, between the COUNTY OF MONROE and Barnes' Alarm Systems, Inc. in order to amend the agreement between the parties dated February 19, 2003, and renewed on February 18, 2004, (copies which are incorporated hereto by reference) as follows:

1. The Public Service Building, 5100 College Road, Stock Island, shall be omitted from the contract specifications article 2.01 Fire Alarm System Annual Certification and article 2.02 Alarm System Monitoring.
2. The contract sum for Alarm System Annual Certification shall decrease by \$324.25 from \$6,485.00 for 20 alarm systems to \$6,160.75 for 19 alarm systems.
3. The contract sum for Alarm System Central Station Monitoring shall decrease by \$21.25 per month from \$212.50 for 10 alarm systems to \$191.25 for 9 alarm systems.
4. In all other respects, the original agreement between the parties dated February 19, 2003, and renewed on February 18, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: 

Deputy Clerk

By: 

  
Witness

  
Witness

BARNES' ALARM SYSTEMS, INC.

By: 

  
Title

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

**CONTRACT AMENDMENT**

(Alarm System Annual Certification, Maintenance, and Monitoring)

THIS Amendment is made and entered into this 20<sup>th</sup> day of April, 2005, between the COUNTY OF MONROE and Barnes' Alarm Systems, Inc. in order to renew the agreement between the parties dated February 19, 2003, as renewed on February 18, 2004, and February 16, 2005, and as amended on March 17, 2004 (copies which are incorporated hereto by reference) as follows:

1. Section Two, Contract Specifications, 2.01 shall include the Stock Island Fire Station located at 2<sup>nd</sup> Street and McDonald Avenue, Stock Island, for fire alarm annual certification.
2. The contract sum for Alarm System Annual Certification shall increase by \$324.25 for the Sheriffs Aviation Hangar (approved by the BOCC 02/16/05), and \$324.25 for the Stock Island Fire Station; thereby increasing the total annual fee from \$6,160.75 for 19 alarm systems, to \$6,809.25 for 21 alarm systems.
3. All contract obligations and issues pertaining to the alarm system annual certification, maintenance, and monitoring, pertain to the Monroe County Sheriff's Office Aviation Hangar.
4. In all other respects, the original agreement between the parties dated February 19, 2003, as renewed on February 18, 2004, and February 16, 2005, and as amended on March 17, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)  
Attest: DANNY L. KOLHAGE, CLERK

By: *Daniel C. DeSantis*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *Dixie M. Spehar*  
Mayor Dixie Spehar

BARNES' ALARM SYSTEMS, INC.

By: *[Signature]*

*[Signature]*  
Title

*Laura K. Nielman*  
Witness  
*J. E. Allin*  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Suzanne A. Hutton*  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: *5/2/05*

DANNY L. KOLHAGE  
CLK. CIR. CLERK  
MONROE COUNTY, FLA

05 MAY - 3 PM 1:26

FILED FOR RECORD

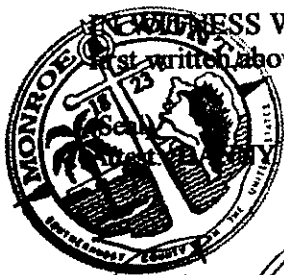
## RENEWAL AGREEMENT

(Alarm System Annual Certification, Maintenance, and Monitoring)

THIS Renewal is made and entered into this 18<sup>th</sup> day of February, 2004, between the COUNTY OF MONROE and Barnes' Alarm Systems, Inc. in order to renew the agreement between the parties dated February 19, 2003 (a copy which is incorporated hereto by reference) as follows:

1. The County exercises its first of two one-year options to renew the contract in accordance with Article 3.05B of the original agreement.
2. The term of the renewed agreement will commence on March 1, 2004, and terminate on February 28, 2005.
3. In all other respects, the original agreement between the parties dated February 19, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



DANNY L. KOLHAGE, CLERK

By: *Jamela Hancock*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *Murray & Nelson*

*W. M. Rye*  
Witness

*Ann M. Rye*  
Witness

BARNES' ALARM SYSTEMS, INC.

By: *D. K. Pan*  
*D. K. Pan*  
Title

APPROVED AS TO FORM:

*Robert M. Wolfe*  
ROBERT M. WOLFE  
CHIEF ASSISTANT COUNTY ATTORNEY  
Date 1-22-04

FILED FOR RECORD  
2004 FEB 27 AM 9:11  
DANNY L. KOLHAGE  
CLERK  
MONROE COUNTY, FLA.

# RENEWAL AGREEMENT

(Alarm System Annual Certification, Maintenance, and Monitoring)

THIS Renewal is made and entered into this 16<sup>th</sup> day of February, 2005, between the COUNTY OF MONROE and Barnes' Alarm Systems, Inc. in order to renew the agreement between the parties dated February 19, 2003, as renewed on February 18, 2004, and as amended on March 17, 2004 (copies which are incorporated hereto by reference) as follows:

1. The County exercises its final of two one-year options to renew the contract in accordance with Article 3.05B of the original agreement.
2. Section Two, Contract Specifications, 2.01 shall include the Monroe County Sheriff's Office Aviation Hangar located at 10100 Overseas Highway in Marathon.
3. All contract obligations and issues pertaining to the alarm system annual certification, maintenance, and monitoring, pertain to the Monroe County Sheriff's Office Aviation Hangar.
4. The term of the renewed agreement will commence on March 1, 2005, and terminate on February 28, 2006.
5. In all other respects, the original agreement between the parties dated February 19, 2003, as renewed on February 18, 2004, and as amended on March 17, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY E. KOLHAGE, CLERK

By: Danny E. Kolhage

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Dixie M. Spehar

Mayor Dixie M. Spehar

Laura K. Nielman  
Witness

J. J. Rainer  
Witness

BARNES' ALARM SYSTEMS, INC.

By: [Signature]

Title

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

[Signature]  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date: 1/26/05